

EXHIBIT 2

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
WACO DIVISION**

WILLIAM RUSSELL, Individually and for Others
Similarly Situated,

Plaintiff,

v.

BWS INSPECTION SERVICES, LLC.

Defendant.

Case No. 6:22-cv-00910-ADA-JCM

JURY TRIAL DEMANDED

FLSA COLLECTIVE ACTION

DECLARATION OF WILLIAM RUSSELL

1. My name is William Russell. I am over the age of 21 and am competent to provide this Declaration. I make this Declaration freely and the facts contained in this declaration are within my personal knowledge and are true and correct.
2. I am a resident of Texas.
3. I worked for BWS from October 2020 to November 2022.
4. I was a Chief Inspector with BWS.
5. During my tenure with BWS, I routinely worked at least 60-80 hours a week.
6. I worked in Texas.
7. BWS paid me a day rate. For each day I worked, I was paid the same daily rate.
8. If I did not work, I would not get paid.
9. BWS paid me per diem, a daily car allowance, and mileage reimbursement.
10. Regardless of how many hours I worked, BWS never paid me overtime.
11. I was not guaranteed a salary by BWS.
12. BWS improperly classified me as exempt.
13. I regularly worked over forty hours per week.
14. BWS was aware of the number of hours I worked.


15. As a result of BWS's day rate pay scheme, I was not compensated for all the hours worked, including all the overtime hours I worked over 40 hours each week.
16. While working for BWS, I was required to follow the specifications and guidelines set in place by BWS and/or its clients.
17. I could not make any significant decisions on behalf of BWS.
18. I did not have the authority to hire or fire workers.
19. I did not perform managerial duties for BWS or perform any tasks that could be described as administering BWS's business operations.
20. Based on my observations, I know that BWS failed to pay other inspectors for all hours worked, including their overtime. For that reason, I believe I am similarly situated to these employees.
21. Additionally, based on my conversations with other BWS inspectors, I know other inspectors would be interested in joining this claim.
22. BWS paid all its inspectors the same way: a set daily rate for each day worked.
23. No inspector was guaranteed a salary by BWS, but instead were paid only their daily rate for days they worked.
24. If they did not work, they would not be paid.
25. All the inspectors worked more than forty hours per week.
26. All inspectors were required to follow the specifications and guidelines set in place by BWS and/or its clients.
27. No inspector could make any significant decisions on behalf of BWS nor did they have the authority to hire or fire workers.
28. No inspector performed managerial duties for BWS or perform any tasks that could be described as administering BWS's business operations.
29. I consent to bring this action on behalf of myself and a class of similarly situated Class Members defined as follows:

All current and former inspectors who worked for or on behalf of BWS Inspection Services, LLC that were paid a day rate at anytime in the past three (3) years (the "Day Rate Workers").
30. I believe I am similarly situated to the Class Members because during my employment with BWS, I observed that the class and I:

- a. are/were employed by BWS as inspectors;
- b. are/were paid on a day rate basis;
- c. are/were mis-classified by BWS as exempt employees;
- d. Work/worked in excess of 40 hours in a workweek; and
- e. Are/were not paid overtime at the rate of one and one-half times our regular rates or pay for all hours we worked over 40 in a workweek.

I declare under penalty of perjury that the foregoing is true and correct.

Signed on February 27, 2023


/s/ William Russell (Feb 27, 2023 19:56 CST)
William Russell